




KANSAS DEPARTMENT OF CORRECTIONS

	INTERNAL MANAGEMENT POLICY AND PROCEDURE	SECTION NUMBER 10-130	PAGE NUMBER 1 of 8
		SUBJECT: PROGRAMS AND SERVICES: Contract Jail Program	
Approved By:  Secretary of Corrections		Original Date Issued: 10-20-89	
		Current Amendment Effective: 07-28-06	
		Replaces Amendment Issued: 12-21-03	
Reissued By:  Policy & Procedure Coordinator		The substantive content of this IMPP has been reissued as per the appropriate provisions of IMPP 01-101. The only modifications within the reissue of this document concern technical revisions of a non substantive nature. Date Reissued: 08-12-11	

POLICY

The Department may enter into a contractual agreement with any county in the State for the placement of inmates in a county Jail. (ACO 2-5A-01; ACI 3-4398) To establish and continue the contract, interested counties shall be required to provide and maintain appropriate and recognized standards of health, safety, and security. Should Secretary propose placement of inmates in a city/county jail, the city/county must demonstrate compliance with security, safety and health standards established by the Department. Case management shall be the responsibility of staff designated by the Warden of the primary support facility.

An inmate may be terminated from a contract jail program, prior to and without successful completion, for: behavior which interferes with the inmate's participation in the program; behavior or circumstances which causes the inmate's placement in the program to be incompatible with the goals of the program; behavior which jeopardizes the security and operation of the facility where the inmate is participating in said program; and/or, for other good cause as determined by the Secretary of Corrections or designee.

DEFINITIONS

Acceptable Plan of Action: A written statement submitted by the county and approved by the KDOC Inspection Facilitator.

Inspection Facilitator: The person designated by the Deputy Secretary of Facility Management as responsible for identifying the team leader and the team members for each inspection, coordinating the inspection activities, reviewing inspection findings, and preparing the inspection report.

Program Management Committee (PMC): The committee, consisting of the warden or designee and an administrative/supervisory representative from the Programs and Security divisions of the facility, responsible to review and approve or deny proposed classification exceptions, amendments to inmate program agreements, and transfer requests/recommendations.

Team Leader: Person designated to coordinate team members throughout the inspection, conduct daily briefings with the warden and review inspection findings. Team leaders shall be the rank of Chief of Security or Deputy Warden.

Transportation Coordinator: The position designated to provide statewide coordination of departmental transportation services for inter-facility transfers, post incarceration supervision violator returns, in-absentia cases, contract jail programs, and interstate compact cases.

PROCEDURES

I. Program Implementation and Renewal

- A. Any county in the State of Kansas may participate in the Contract Jail Program (CJP). Interested counties shall contact or shall be referred to the responsible warden (see Section III.B.).
- B. To be favorably considered for initial participation, a county must provide documentation that the county jail has adequate space to accommodate the number of inmates requested. Further, the county jail must have been found to comply with appropriate standards in regard to health, safety, and security at the time of the inspection conducted by the inspection team from the primary support facility. If placement of inmates is being considered, the Deputy Secretary of Facility Management shall establish an inspection to determine compliance with security, safety and health standards established by the Department.
 - 1. The county must maintain substantial compliance with these standards throughout the contract period.
 - 2. A copy of the inspection report shall be reviewed by the warden and/or Deputy Secretary of Facility Management and shall be attached to the contract (Attachment B, Form #10-130-001) prior to the signing of the contract for housing of inmates of the Department of Corrections or any addendum thereto.
 - a. The contract shall be processed pursuant to IMPP 01-105.
- C. All contracts between the county and the KDOC to participate shall be for an unspecified (open ended) period of time; however, either party may terminate the contract by providing ten (10) days written notice to the other party.
 - 1. Each signature holder on the contract shall receive a copy of the signed contract.
 - 2. Contracts shall remain in effect until terminated by either party as long as the jail maintains compliance with the standards.
 - 3. The warden in the designated catchment area shall be responsible for monitoring each contract and ensuring that all terms of the contract are met.
 - 4. The warden or designee shall ensure that each participating jail receives updated copies of pertinent IMPPs.
- D. If a participating county is found not to be in compliance at the time of the inspection of the jail, the following procedures shall be implemented:
 - 1. The inspection report shall be forwarded to the Deputy Secretary of Facility Management or designee for review and recommendation.
 - 2. Following review by the Deputy Secretary, the Inspection Facilitator shall notify the sheriff or jail administrator, as appropriate, in writing, of the deficiencies.
- E. Failure on the part of the county to maintain compliance with the standards in regard to health, safety, and, security shall result in suspension of the contract and the immediate removal of CJP inmates from the county jail.
- G. In the event the participating county contract has been suspended for non-compliance, the county may request re-inspection of their jail facility after corrective action has been completed.
 - 1. This request shall be submitted in writing to the Inspection Facilitator.

2. A copy shall be sent to the warden of the primary support facility.
 3. The Inspection Facilitator shall, within ten (10) working days, verify in writing that the jail, on re-inspection complies with the standards.
 4. The county shall then be required to request reinstatement of the contract, in writing, to the warden.
 5. After determination that the jail is in compliance the contract with the county shall be reinstated.
- H. County personnel involved in the supervision of inmates assigned to the CJP shall be trained by the contracting county regarding the contract's requirements.

II. Inmate Eligibility

- A. Inmates may be considered for placement based on the jail's compliance with the KDOC standards for security, health and safety.
1. Prior to the placement of medium, high medium, or maximum custody inmates into the CJP, an addendum to the Contract for Housing Inmates of the Department of Corrections (Attachment C, Form #10-130-002) shall be processed and signed pursuant to the provisions of IMPP 01-105.
- B. Minimum custody inmates who are between twenty-four (24) months and six (6) months of their parole eligibility date shall be considered for placement in the CJP.
1. Inmates may be referred and approved for placement in advance, but actual placement shall not occur prior to the twenty-four (24) month maximum period.
- C. Inmates placed in the CJP shall be assigned only to those jobs they are physically able to perform.
- D. Inmates who have a medical condition which requires close medical attention or regular medication shall be eligible for consideration only if medical clearance has been obtained.
1. Medical clearance shall be regarded as a signed statement from the referring facility's health authority indicating that placement in the CJP will not detract from the level of medical care needed and/or that any existing medical condition can be controlled by medication that can be administered by regular jail staff.
 2. Questions regarding an inmate's medical condition shall be addressed and resolved by the warden or designee at the time the case is referred for consideration.
 3. It shall be the responsibility of the referring facility to recognize those cases when an inmate's medical condition may be a concern and provide the warden or designee with the required documentation.
 4. The medical authority shall be responsible for providing adequate medical care and the appropriate medical records at the Contract Jail Program location where the inmate is housed.

III. Referral and Approval

- A. Eligible inmates from any KDOC facility may be referred for placement in any participating county.
1. For logistic purposes, the State shall be divided into eight (8) geographic areas (Attachment A) and a KDOC facility has been designated as the primary support facility for each area.

2. This shall not restrict a facility from forwarding recommendations for placement at a location in another geographic area.
- B. The geographic areas and primary support facilities for male offenders shall be as follows:
1. Area #1 - NORTON CORRECTIONAL FACILITY: Cheyenne, Rawlins, Decatur, Norton, Phillips, Sherman, Thomas, Sheridan, Graham, Rooks, Wallace, Logan, Grove, Trego, Ellis, Greeley, Wichita, Scott, and Lane counties.
 2. Area #2 - ELLSWORTH CORRECTIONAL FACILITY: Smith, Jewell, Republic, Washington, Osborn, Mitchell, Cloud, Clay, Russell, Lincoln, Ottawa, Ellsworth, Saline, Dickinson, Rice, McPherson, and Marion counties.
 3. Area #3 - LANSING CORRECTIONAL FACILITY: Marshall, Nemaha, Brown, Doniphan, Riley, Pottawatomie, Jackson, Jefferson, Atchison, Leavenworth, Wyandotte, Johnson and Douglas counties.
 4. Area #4 - LANSING CORRECTIONAL FACILITY - OSAWATOMIE UNIT: Osage, Franklin, Miami, Coffey, Anderson, and Linn counties.
 5. Area #5 - TOPEKA CORRECTIONAL FACILITY: Geary, Wabaunsee, Shawnee, Morris, Chase, and Lyon counties.
 6. Area #6 - EL DORADO CORRECTIONAL FACILITY: Woodson, Allen, Bourbon, Neosho, Crawford, Labette, Cherokee, Butler, Greenwood, Elk, Chautauqua, Wilson, Sedgwick, Montgomery.
 7. Area #7 - WINFIELD CORRECTIONAL FACILITY: Sumner, Harper, Barber, Cowley, and Comanche counties.
 8. Area #8 - HUTCHINSON CORRECTIONAL FACILITY: Ness, Rush, Barton, Hamilton, Kearny, Finney, Hodgeman, Pawnee, Stafford, Reno, Stanton, Grant, Haskell, Gray, Ford, Edwards, Pratt, Kingman, Morton, Stevens, Seward, Mead, Clark, Harvey and Kiowa counties.
- C. Each warden shall designate one contact person who shall be responsible to supervise inmate placements and operation of the CJP.
1. Problems or concerns regarding the CJP shall be referred to the appropriate warden.
 2. Any problems that cannot be resolved between the participating county and the designated facility warden shall be referred to the Deputy Secretary of Facility Management for resolution.
- D. If the PMC approves the placement of an inmate in the CJP, that approval shall be forwarded to the warden and Deputy Secretary of Facility Management for final approval.
- E. Approval/disapproval by the warden or Deputy Secretary shall be noted in the inmate's program review/progress report, which shall serve as the inmate's notification of action taken.
- F. If approved at the facility level, a transfer packet shall be transmitted to the county sheriff or jail administrator of the county where the inmate is to be placed.
1. The transfer packet shall include:
 - a. A copy of the computer generated Admission Data sheet, Form #DC-043; and,

- b. A current medical summary.
- G. The county sheriff or jail administrator shall have the right to refuse any referred inmate.
- H. Facility staff shall advise the inmate and referring unit team of the final decision, in writing.

IV. Transfer and Transportation

- A. Staff designated by the warden shall contact the Transportation Coordinator to request assistance in the transportation of an approved inmate to the designated county pursuant to IMPP 12-110.
- B. The transportation unit shall be responsible for transporting inmates from the transferring facility to the primary support facility for the area in which the county of destination is located.
 - 1. Once the approved inmate arrives at the primary support facility, it shall be the responsibility of the primary support facility to transport the inmate to the county of destination.
 - a. The primary support facility may contact the Transportation Coordinator and request the assistance of the Transportation Unit which, if available, may transport the inmate to the county of destination.
- C. When the participating county provides written notification to the warden of the primary support facility of its intent to terminate the contract agreement or to remove a specific inmate from the program for any reason, the sheriff of the participating county will be responsible to transport the inmate(s) to the primary support facility within ten (10) working days.
- D. When the warden or designee of the primary support facility deems it necessary to remove an inmate from the Contract Jail Program for any reason (e.g., disciplinary or transfer to work release), staff designated by the primary support facility warden shall arrange for the inmate's return to the primary support facility as follows:
 - 1. The Transportation Coordinator shall be contacted to ascertain the possibility of the Transportation Unit being utilized.
 - a. If the transportation unit cannot accommodate, staff from the primary support facility shall be dispatched to transport the inmate.
 - b. To the extent possible, an inmate's return to the primary support facility shall be scheduled to coincide with the transportation unit's next scheduled trip to that facility.
 - c. Once back at the primary support facility, the transportation unit shall be responsible for transporting the inmate to the final destination if additional transportation is indicated.

V. Inmate Funds, Clothing, and Property

- A. The transferring facility shall be responsible for transferring any monies in the inmate's account to the support facility when the inmate is transferred.
 - 1. The support facility shall be responsible for transferring such monies to the county jail where the inmate will be placed.
 - 2. The county jail where the inmate is placed shall assume responsibility for maintaining the inmate's account throughout the period the inmate is placed in said county.

3. The sheriff/jail administration of the county shall establish and maintain an account for each inmate received from KDOC and shall credit to such account all money which he/she has received, and shall make disbursement debiting such account for reasonable amounts for the inmate's personal needs.
 4. Disbursements shall be made in limited amounts as are reasonably necessary for the inmate's personal maintenance.
 5. The sheriff/jail administrator shall be accountable to the Secretary of Corrections for such inmate's funds.
 6. Upon termination of the contract between the county and KDOC, or the inmate's death, release from incarceration, return to the primary support facility, or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in the care of the business manager of the primary support facility of the geographic area in which the inmate has been placed. The business manager shall be responsible to distribute the inmate's funds per IMPP and appropriate accounting practices.
- B. The State shall be responsible for incentive pay to the inmate, pursuant to IMPP 10-109, while the inmate is placed at the county, and the county shall be responsible for placing those funds in the inmate's account. Inmates assigned to CJP shall be paid at prevailing KDOC rates, per IMPP 10-109, and the rate of pay received shall be the same as that which would be provided for comparable work at the support facility.
- C. Upon notification that an inmate has been scheduled for transfer to a participating county, the transferring facility shall be responsible for providing each participating inmate with the standard issue clothing or necessary special clothing (including seasonable work clothing or "kitchen whites" if and as necessary) as specified in IMPP 12-127.
- D. This issue of clothing shall be shipped to the receiving county at the time the inmate is transferred.
- E. Inmates shall be permitted to take any personal property defined by IMPP 12-120 with them upon transfer.

VI. Case Management

- A. Case management services for those inmates assigned to the CJP shall be the responsibility of staff designated by the warden of the primary support facility, such services shall include:
1. Good time awards/withholding/forfeitures;
 2. 120-day review preparation;
 3. Security/custody classification actions;
 4. Parole planning and Parole Eligibility Recommendation (PER) preparation; and,
 5. Any other case management function typically completed by facility unit team or correctional counselor in accordance with IMPP 11-106.
- B. In addition to the regular case management specified above, designated staff shall maintain regular contact with the sheriff and/or jail administrator in each participating county. At a minimum this shall include:
1. An on-site, face-to-face personal contact visit with the inmate at least once every thirty (30) days.

- a. Designated staff shall be available for counseling and crisis intervention on request by CJP inmates.
- 2. Regular 120-day/annual reviews shall be conducted in person with the inmate.
- C. Inmates assigned to the CJP shall be referred for work release placement according to the same criteria and timetable as non-CJP inmates, in accordance with IMPP 15-101.
- D. Inmates assigned to the CJP shall be scheduled for their parole hearing according to the same timetable as non-CJP inmates.
 - 1. The place of hearing shall be at the primary support facility for the county to which the inmate is assigned.
 - 2. The primary support facility shall be responsible for transportation to and from the parole hearing, unless arrangements can be made for the transportation unit to handle the transfer.
- E. The institution parole officer (IPO) assigned to the primary support facility shall be responsible for coordinating all release matters pertaining to the CJP inmate. However, staff designated by the CJP facility warden shall be responsible for providing pertinent case information to the IPO.
- F. An inmate participating in the Contract Jail Program may be released directly from the participating county jail or may be returned to the primary support facility for release.
- G. All gratuities and transportation costs for inmates released directly from the CJP shall be the responsibility of the primary support facility.

VII. Inmate Acknowledgement

- A. Before being placed in a contract jail program, the inmate shall execute an acknowledgement form indicating an understanding that there is no due process protection from being terminated from the program in accordance with Section VII.B. below, and/or from being transferred to a different facility upon termination. See Attachment D, Form #10-130-003.
- B. An inmate may be transferred to a different facility if the inmate's termination from a contract jail program gives rise to the need for such a transfer.

NOTE: The policy and procedures set forth herein are intended to establish directives and guidelines for staff and offenders and those entities that are contractually bound to adhere to them. They are not intended to establish State created liberty interests for employees or offenders, or an independent duty owed by the Department of Corrections to employees, offenders, or third parties. Similarly, those references to the standards of various accrediting entities as may be contained within this document are included solely to manifest the commonality of purpose and direction as shared by the content of the document and the content of the referenced standards. Any such references within this document neither imply accredited status by a Departmental facility or organizational unit, nor indicate compliance with the standards so cited. The policy and procedures contained within this document are intended to be compliant with all applicable statutes and/or regulatory requirements of the Federal Government and the state of Kansas. This policy and procedure is not intended to establish or create new constitutional rights or to enlarge or expand upon existing constitutional rights or duties.

REPORTS REQUIRED

None.

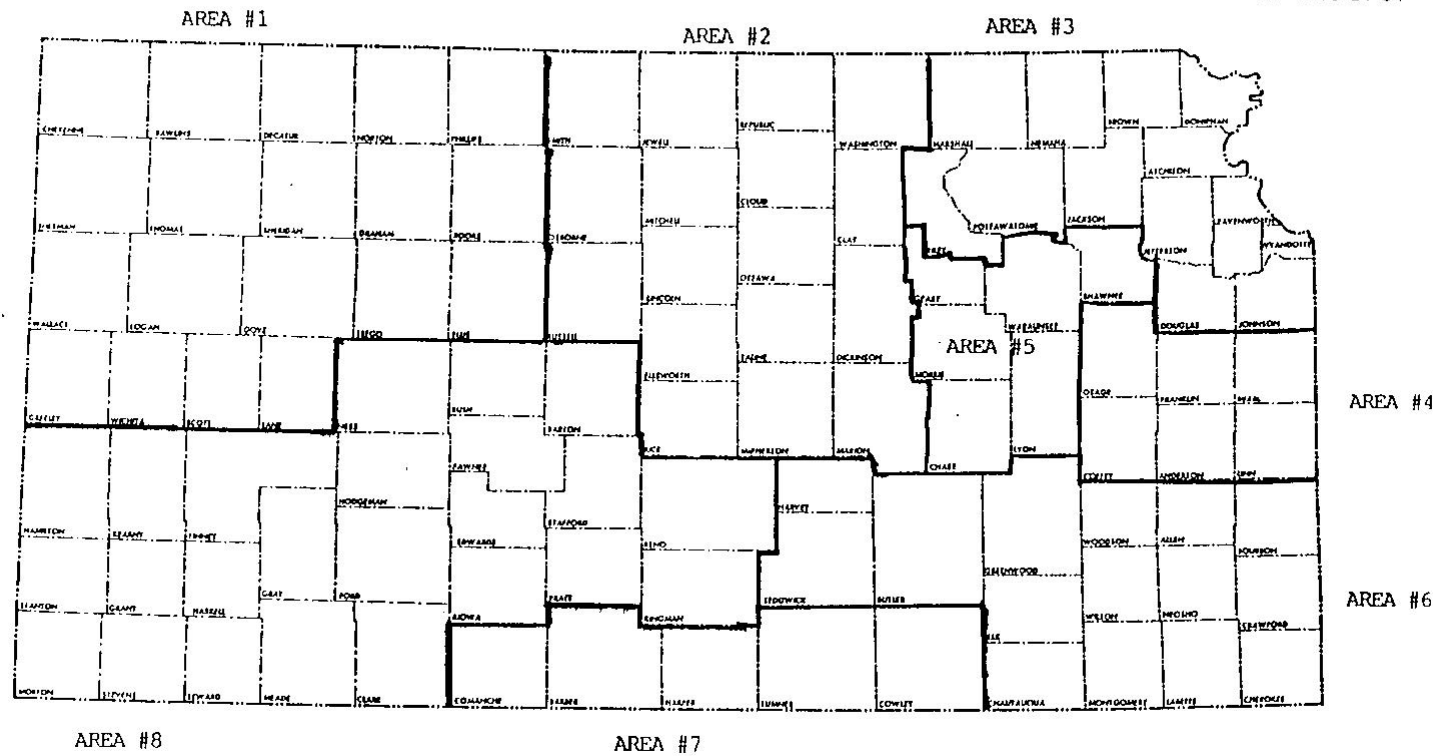
REFERENCES

K.S.A. 75-52,129. 75-5206, 75-5210, 75-5211, 75-5253, 75-5266, 75-5267, 75-5268, 75-52,116, 75-52,128,
75-52,129
K.A.R. 44-5-114
IMPP 04-103, 10-109, 11-106, 12-110, 12-120, 12-127, 15-101
ACO 2-5A-01
ACI 3-4012, 3-4265, 3-4397, 3-4398

ATTACHMENTS

Attachment A - Kansas Map Denoting CJP Areas of Responsibility by Facility, 1 page
Attachment B - Contract For Housing of Inmates of Department of Corrections, 6 pages
Attachment C - Addendum to Contract, 1 page
Attachment D - Inmate Acknowledgement Concerning Contract Jail Program, 1 page

Attachment A, IMPP 10-130
Effective 03-21-01



KANSAS

AREA #1: NORTON CORRECTIONAL FACILITY

AREA #6: EL DORADO CORRECTIONAL FACILITY

AREA #2: ELLSWORTH CORRECTIONAL FACILITY

AREA #7: WINFIELD CORRECTIONAL FACILITY

AREA #3: LANSING CORRECTIONAL FACILITY

AREA #8: HUTCHINSON CORRECTIONAL FACILITY

AREA #4: LANSING CORRECTIONAL FACILITY - OSAWATOMIE UNIT

AREA #5: TOPEKA CORRECTIONAL FACILITY CONTRACT

**CONTRACT
FOR HOUSING OF INMATES OF DEPARTMENT OF CORRECTIONS**

IN _____ COUNTY JAIL

This contract entered into this _____ day of _____, _____, by and between the Sheriff and Commissioners of _____ (month) (year) _____ County in the State of Kansas hereinafter referred to as "COUNTY" and the Secretary of Corrections of the State of Kansas hereinafter referred to as "STATE", pursuant to K.S.A. 75-5210(i).

WITNESSETH:

WHEREAS, the Secretary of Corrections wishes to designate as the place of confinement, the County Jail of _____ County for the incarceration of one or more inmates legally sentenced and committed to his custody; and

WHEREAS, the Sheriff of _____ County agrees to accept such inmates and house them in the County Jail;

NOW THEREFORE:

In consideration of the cooperative relationship herewith undertaken in the confinement, care, treatment, and rehabilitation of inmates, and in further consideration of services to be performed and benefits to be derived from each of the parties hereto in the strengthening of their respective correctional programs, the parties hereto do agree and covenant, binding their representatives, agents and employees, and officers, as follows:

1. GOVERNING LAW:

Except where expressly otherwise provide, the laws and administrative rules and regulations of the STATE shall govern in any matter relating to an inmate confined pursuant to this contract.

2. DURATION:

This contract shall enter into full force and effect on _____ and shall terminate on _____. It may be renewed by the parties under such terms and conditions and for such additional period as they may determine.

3. TERMINATION:

This agreement may be terminated by written notice of either party. That termination shall become effective ten (10) working days after receipt of such notice. Within said ten (10) days, the party issuing the termination notice shall be responsible for returning the inmate to the primary support facility.

4. MAILING ADDRESSES:

All notices, reports, and correspondence to the respective parties of this contract shall be sent to the following:

COUNTY: _____

NAME OF PERSON TO BE
CONTACTED: _____

STATE: _____

NAME OF PERSON TO BE
CONTACTED: _____

5. RIGHT OF INSPECTION:

The STATE shall have the right to inspect, at all reasonable times, any facility or jail of the county in which the inmates of STATE are confined in order to determine if such facility maintains standards of safety, health, and security deemed by STATE to be recognized and appropriate, and that all inmates therein are treated equitably, regardless of race, religion, color, creed, or national origin.

6. The Sheriff agrees that no furloughs or passes shall be granted to any inmate placed pursuant to this contract.

7. INMATE COMPENSATION:

The Sheriff shall establish and maintain an account for each inmate received from STATE and shall credit to such account all money the inmate has or receives, and shall make disbursement debiting such account for reasonable amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for the inmate's personal maintenance. The Sheriff shall be accountable to the Secretary of Corrections for such inmate's funds. Upon termination of this agreement or the inmate's death, release from incarceration, return to the STATE, or indefinite release to court, the inmate's money shall be transferred to the inmate's account in the care of the Business Manager of the facility designated by STATE.

8. RESPONSIBILITY FOR OFFENDERS CUSTODY:

It shall be the responsibility of the Sheriff in the county receiving such inmate from STATE to confine the inmate or inmates; to give them care and treatment including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for their physical needs; to make available to them programs of training and treatment which are consistent with their individual needs; to retain them in said custody; to supervise them to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentences and orders of the committing court in the State are faithfully executed. But nothing herein contained shall be construed to require the COUNTY or any of its agents to provide treatment, facilities, or programs for any inmate confined pursuant to this contract which it does not provide for similar inmates not confined pursuant to this contract.

9. MEDICAL SERVICES:

- (a) Inmates from the STATE shall receive such medical, psychiatric, and dental treatment as may be necessary to safeguard their health and promote their adjustment as self-supporting members of the community upon release. Unless an emergency is involved, the COUNTY shall contact the STATE for advance authority in writing before incurring medical, psychiatric, or dental expense for which the STATE is responsible under the terms of this contract. In an emergency, the COUNTY may proceed with the necessary treatment without prior authority, but in every such case the COUNTY shall notify the STATE immediately and furnish full information regarding the nature of the illness, the type of treatment to be provided and the estimated cost thereof.
- (b) When medical, psychiatric, or dental care or treatment requires the removal of the inmate from the jail, the inmate shall be removed only after notification to the STATE. In the event of an emergency, which does not permit prior notification, the jail shall notify the STATE as promptly thereafter as practicable. All necessary precautions shall be taken to ensure the safekeeping of the inmate while the inmate is absent from the normal place of confinement. Necessary custodial supervision shall be provided by the COUNTY.
- (c) Any costs of medical, psychiatric, or dental services shall be considered normal costs incidental to the operation of the jail in the COUNTY if the services rendered by staff personnel are in regularly maintained facilities operative or utilized by the jail as part of the health or correctional program thereof, and if the inmate requires no special medication, drugs, equipment, anesthetics, surgery, or nursing care in addition to that commonly available on an infirmary basis. The cost of any special services, medication, equipment, surgical, or nursing care shall be chargeable to the STATE.

10. TRAINING OR EMPLOYMENT:

- (a) Inmates from the STATE shall be afforded the opportunity and shall be required to participate in programs of occupational training and industrial or other work on the same basis as inmates of the COUNTY. Compensation in connection with any such participation (whether as payment, incentive, or for any other therapeutic or rehabilitative reason) shall be paid to the inmates of the STATE in accordance with Paragraph No. 7 above. Any such inmates of the STATE shall be subject to the regular work discipline imposed upon other inmate participants in the particular program. However, nothing contained herein shall be construed to permit or require any inmate of the STATE to participate in any training, industrial or other work program not in keeping with the laws or regulations of the State of Kansas.
- (b) The COUNTY shall have the right to dispose of all products produced by an inmate, shall retain all proceeds there from, and shall bear all costs of said program.
- (c) In the case of handicraft or hobby craft programs, the inmate shall have the right to dispose of the products of his or her labor and to retain the proceeds of any sale of his or her work in accordance with the rules of the COUNTY.

11. DISCIPLINE:

The COUNTY, as agent for the STATE, shall have physical control over and power to exercise disciplinary authority over all inmates from the STATE. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the laws of the State.

12. RECORDS AND REPORTS:

- (a) The STATE shall forward to the COUNTY before or at the same time as delivery of the inmate an admission classification, a report outlining the inmate's social background, medical, psychiatric, education and vocational findings, and indicating any special consideration or treatment programs that have been recommended or prescribed.
- (b) The COUNTY shall make reports to the STATE every 120 days on the condition and performance of the inmate. The sheriff shall keep all necessary and pertinent records concerning such inmates in a manner agreed between the STATE and COUNTY. During the inmate's continuance in the facility, the STATE shall be entitled to receive, and upon request shall be furnished with copies of, any such record. Upon termination of confinement, the STATE shall receive the complete file of the inmate. However, nothing herein contained shall be construed to prevent the COUNTY from keeping copies of any such record or records upon and after termination of confinement.

13. REMOVAL FROM THE JAIL:

- (a) Inmate from the STATE legally confined in the COUNTY shall not be removed there from by any person without an order from the Secretary of Corrections. This paragraph shall not apply to an emergency necessitating the immediate removal of an inmate due to any catastrophe or condition presenting imminent danger to the safety of the inmate, or to the inmates or personnel of the jail. In the case of any removal for such emergency cause, the COUNTY shall inform the STATE of the whereabouts of the inmate or inmates so removed at the earliest practicable time and shall exercise all reasonable care for the safekeeping any custody of such inmate or inmates.
- (b) Inmates for the STATE shall be under direct supervision of COUNTY at all times when outside the confines of the jail. Inmate participation in any activity outside the confines of the jail facility which places or potentially places an inmate in contact with members of the general public shall require the express written approval of the warden of the STATE facility designated the primary support facility.

14. ESCAPE:

In case any such inmate shall escape from custody in the COUNTY, the COUNTY will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the STATE. The COUNTY shall have the primary responsibility for, and authority to direct, the pursuit and retaking of inmates within it's own territory. Any costs in connection therewith shall be chargeable to and borne by the COUNTY.

15. DEATH OF INMATE:

- (a) In the event of the death of an inmate from the STATE the medical examiner, coroner, or other officials having the duties of such an officer in the jurisdiction shall be notified. The STATE shall receive copies of any records made at or in connection with such notification.
- (b) The sheriff shall immediately notify the STATE of the death of an inmate, furnish information as requested, and follow the instructions of the STATE with regard to the disposition of the body. The body shall not be released except on order of the appropriate officials of the STATE. All expenses relative to any necessary preparation of the body and shipment or express charges shall be paid by the STATE. The STATE and COUNTY may arrange to have the COUNTY take care of the burial and all matters related or incidental thereto and all such expenses shall be paid by the STATE. The provisions of this paragraph shall govern only the relations between or among the parties to and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.
- (c) The STATE shall receive a certified copy of the death certificate for any of its inmates who have died while in the COUNTY.

16. GRATUITIES AND EXPENSES ATTENDANT UPON RELEASE:

The provision of clothing, gratuities, transportation and any other supplies upon release of an inmate shall be at the expenses of the STATE and shall be in accordance with the laws of the STATE.

17. RETAKING OF INMATES:

The COUNTY will deliver any of said inmates to the proper officials of the STATE upon written notification made by the COUNTY terminating this agreement or requesting the removal of any specific inmate(s). The STATE will retake any inmate, within ten (10) days after notification of intent or need to retake or terminate the inmate(s) for any reason.

The STATE will retake any inmate, upon the request of the COUNTY, within ten days after receipt of the request to retake. In case the commitment under which any of said inmates is terminated for any reason, the STATE agrees to accept delivery of the inmate at the jail of the COUNTY, and at its expense return him/her to the jurisdiction of the STATE at a facility designated by the Secretary of Corrections.

18. PHOTOGRAPHING AND PUBLICITY:

Jail or other officials of the COUNTY shall not be authorized to realize publicity concerning inmates from the STATE. They shall not release personal histories or photographs of such inmates or information concerning their arrival or departure or permit reporters or photographers to interview or photograph such inmates. Requests for information regarding inmates of the STATE shall be referred to the STATE. However, information of public record, such as sentence data or information concerning the escape of an inmate, may be given directly to the press by the COUNTY. The COUNTY may photograph inmates from the STATE as a means of identification for official use only.

19. COST AND REIMBURSEMENT:

There shall be no payment of any kind made by the STATE to the COUNTY for the custody, treatment, and rehabilitation of the transferred inmate. The particular skills and services of the inmate in performing his work at the jail will be considered adequate consideration from the STATE to the COUNTY for the purposes of this contract.

20. RESPONSIBILITY FOR LEGAL PROCEEDINGS:

The STATE shall undertake the defense of any action or proceeding involving its custody of any of the inmates placed pursuant to this agreement. The COUNTY shall be reimbursed for any expenses it may incur in connection therewith. The COUNTY shall be responsible for defending any action in which the COUNTY or any person employed by the COUNTY is named as a defendant and

which results from any alleged act or omission whether intentional or negligent involving an inmate placed pursuant to this agreement.

21. TERMINATION DUE TO LACK OF FUNDING APPROPRIATION:

Any obligation of the STATE to pay the COUNTY under the provisions of this contract is expressly contingent upon the appropriation, budgeting and availability of sufficient funds after the current fiscal year by the State of Kansas. In the event that these funds are not budgeted, appropriated, or otherwise made available for the purpose of payment of this contractual agreement at anytime after the current fiscal year, then the STATE shall have the option of termination of the agreement with the COUNTY. The termination of the contract for this reason will not cause any penalty to be charges to the STATE, nor require the payment of any additional regular contractual payments beyond this termination date.

22. TRANSFER MUST BE VOLUNTARY:

No transfer shall take place pursuant to this contract unless the inmate voluntarily consents to the transfer and states in writing that the inmate understands the conditions at the jail do not offer as many rehabilitative programs and may not offer as good of conditions as are available in one of the Kansas Correctional facilities. The inmate must state in writing that the inmate wishes to be transferred to the jail. The original of the consent signed by the inmate shall be kept in the facility inmate file, with a copy in the inmate's file and a copy to the COUNTY Sheriff receiving the inmate.

23. JAIL MUST COMPLY WITH STANDARDS WITH REGARD TO HEALTH, SAFETY, AND SECURITY:

No inmate shall be transferred pursuant to this contract to any COUNTY jail unless the jail has been inspected within the last year and has been found in compliance with recognized and appropriate health, safety, and, security standards, as determined by STATE. The jail shall also be inspected immediately upon execution of this contract, and, thereafter on at least an annual basis as set forth above. The STATE reserves the right to make other inspections at its discretion.

24. CONTRACTUAL PROVISIONS ATTACHMENT:

The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto and executed by the parties to this agreement, are hereby incorporated in this contract and made a part hereof.

25. SPECIAL PROVISIONS:

The following provisions shall be deemed controlling should they conflict in whole or in part with other provisions of this agreement. Otherwise, these provisions are intended to supplement other provisions of this agreement.

- (a) STATE agrees to screen inmates for assignment pursuant to this agreement. Case materials on inmates designated by STATE shall be submitted to the Sheriff for review and approval. All inmates selected by the Sheriff and placed pursuant to this agreement shall be from those designated by STATE.
- (b) The STATE may place in the jail of _____ County as many inmates as the county agrees to accept subject to the following restrictions:
 - (1) Inmates may only be housed in areas of the jail that are in compliance with recognized and appropriate standards of health, safety, and security, as determined by the Department of Corrections.
 - (2) Inmates may not be housed in areas of the jail that do not meet applicable fire standards or other life safety requirements.
 - (3) The COUNTY shall accept as a maximum only as many inmates as will enable it to stay within square foot per inmate space requirements of applicable Department of Corrections square or jail accreditation standards.
- (c) The Sheriff agrees to submit to STATE reports at 120-day intervals, or more frequently if necessary or required by STATE, of each inmate's performance. Such reports shall provide information on the inmate's conduct, work, performance, discipline, attitude, program participation, and any other information appropriate for STATE'S use in case management of the inmate.
- (d) The inmates assigned to the COUNTY pursuant to this agreement shall be assigned to work projects approved by the Sheriff, subject to the following restrictions:
 - (1) Inmates shall not be assigned to any project that is determined by the STATE to be unreasonably dangerous or which presents an excessive risk to health.
 - (2) Inmates shall not be assigned to work for any organization that discriminates against any person on the basis of sex, race, religion, national origin or age.
 - (3) The labor being performed by inmates shall not compete with or replace employable persons in the community.
 - (4) The Sheriff shall not assign any inmates to work for any agency, entity, or individual other than the county without the written approval of the Secretary of Corrections or designee.
- (e) The Secretary of Correction shall have final authority over the assignment or removal of any inmates placed pursuant to this agreement.

- (f) The Sheriff shall require that any individual assigned to supervise inmates pursuant to this agreement have sufficient training in the supervision of inmates.
- (g) The STATE shall provide clothing, similar to that provided to inmates at STATE corrections facilities, to the inmates placed pursuant to this agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the State of Kansas and the County of _____.

I have read and understood the above contract and hereby approve same for submission to Secretary of Corrections for approval and signature.

WARDEN

DATE

STATE OF KANSAS

COUNTY OF _____

SECRETARY OF CORRECTIONS

SHERIFF

CHAIRMAN OF COUNTY COMMISSIONERS

JAIL INSPECTED AND APPROVED:

APPROVED AS TO FORM AND LEGALITY:

WARDEN/WARDEN'S DESIGNEE
PRIMARY SUPPORT FACILITY
DEPARTMENT OF CORRECTIONS

County Counselor

ADDENDUM TO CONTRACT
FOR HOUSING OF INMATES OF DEPARTMENT OF CORRECTIONS
IN _____ COUNTY JAIL

RE: POLICIES AND PROCEDURES
MEDIUM/MAXIMUM CUSTODY INMATES

To facilitate the changing from Minimum Custody Inmates to Medium Custody Inmates the following guidelines have been developed to assist you.

DISCUSSION

Medium and Maximum Custody Inmates are those inmates who require additional supervision when working within the confinement of a facility. These inmates shall not be outside the confinement of the facility unless directly supervised by authorized staff.

SUPERVISION

- *Those inmates assigned medium or maximum custody shall not be allowed outside the confinement of your facility unless accompanied by an officer and in restraints.
- *All medium and maximum custody inmates outside the confinement of the facility shall wear State issue clothing.
- *Medium and maximum custody inmates should be housed separately.
- *All inmates shall be required to wear I.D. Badges.
- *No inmate shall be left unsupervised.
- *No currency shall be held by the inmate.
- *Medium and maximum custody inmates shall not be eligible for outside activities (other than daily recreation while confined in a security fence/wall).

FURLOUGHS

- *Inmates are not eligible for furlough (Furlough Guidelines IMPP 11-111 Decision Making: Programmatic Furloughs)

VISITS

- *All visits with medium custody inmates shall be supervised and within the confinement of the facility. Visitation policy is at the discretion of each facility.

Sheriff:
County:

Facility UTM
Contract Jail Program

Facility Warden

Authorization Date

CC: Deputy Secretary, Division of Facility Management

Form #10-130-002

INMATE ACKNOWLEDGEMENT CONCERNING CONTRACT JAIL PROGRAM

The undersigned, _____, (KDOC # _____) has agreed to be placed in a contract jail program of the Kansas Department of Corrections at the following facility: _____.

With respect to that placement, he/she fully understands, agrees and acknowledges the following:

That he/she may be terminated from the program, behavior which interferes with his/her participation in the program; behavior or circumstances which causes his/her placement in the program to be incompatible with the goals of the program; behavior which jeopardizes the security and operation of the facility where he/she is participating in said program; and/or, for other good cause as determined by the Secretary of Corrections or designee.

That he/she has no due process protection against or upon termination from the program, and is not entitled to a hearing of any type or sort prior to, after, or in connection with his/her termination from the program.

That he/she has no due process protection against or upon being transferred to another facility if his/her termination from the program gives rise to the need to transfer him/her to another facility, and is not entitled to a hearing of any type or sort prior to, after, or in connection with his/her transfer to another facility.

Inmate's Signature

KDOC #

Date: _____

Witness' Signature

Date